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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
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In re:	Chapter 11
NYLC LLC D/B/A LE CIRQUE,	Case No.: 17-10722-shl
Debtor.	

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MOTION FOR ENTRY OF AN ORDER (I) RETAINING ACKER AUCTION, INC. AS AUCTIONEER; (II) AUTHORIZING DEBTOR TO SELL EXCESS WINE INVENTORY PURSUANT TO 11 U.S.C. § 363(b)

TO THE HONORABLE SEAN H. LANE,
UNITED STATES BANKRUPTCY JUDGE:

The debtor and debtor in possession NYLC LLC d/b/a Le Cirque (the "Debtor") by its proposed counsel, Robinson Brog Leinwand Greene Genovese & Gluck P.C., hereby submits this application (the "Motion"), seeking entry of an order, pursuant to 11 U.S.C. §§ 327 and 363 of title 11 of the United States Code (the "Bankruptcy Code") (i) retaining Acker Auction, Inc.("Acker") as auctioneer and (ii) granting the Debtor authority to sell the Debtor's excess wine inventory. In support of the Motion the Debtors set forth and allege:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This application has been referred to this Court for consideration pursuant to section 157 of the United States Code and the *Standing Order of Reference Regarding Title 11*

(S.D.N.Y. Feb. 1, 2012) (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 327 and 363 of the Bankruptcy Code, Rules 2002, 6004, and 9007 of the Bankruptcy Rules, Rule 6004-1 of the Local Bankruptcy Rules and the Sale Guidelines.

BACKGROUND

2. On March 24, 2017 (the "Petition Date"), the Debtor commenced its Chapter 11 case (the "Chapter 11 Case") by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor continues to manage and operate its business as debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. No trustee, examiner or official committee of unsecured creditors has been appointed in this Chapter 11 case.

4. The Debtor operates a renowned restaurant in the Bloomberg Building on East 58th Street, New York, New York.

5. Since the Petition Date, the Debtor has been engaged in efforts to reorganize its business. The Debtor has largely been focused on reducing costs and increasing revenue.

6. Since the opening of Le Cirque restaurant, the Debtor has maintained a world class wine list. The Debtor has reviewed its wine collection and believes that it has excess inventory that can be sold for the benefit of the Debtor's estate without sacrificing the Debtor's restaurant business. The Debtor intends to sell approximately 380 bottles of wine, including many highly sought after vintages.[1] The Debtor believes that should all the wine be auctioned off, it could net in excess of $200,000. The wine collection is not encumbered by any liens, so all proceeds will directly benefit the Debtor's estate.

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1 The Debtor reserves the right to remove or add bottles of wine from the potential auction.

7. The Debtor intends to utilize the services of Acker to auction off the Debtor's excess wine inventory. Acker has considerable experience and specializes in the sale of rare and fine wines of the type to be sold by the Debtor. The Debtor believes that Acker is well-positioned to assist the Debtor's in maximizing the sale.

RELIEF REQUESTED

8. 13. The Debtors seek authority to retain and enter a Consignment Agreement with Acker (the "Agreement" which is annexed hereto as **Exhibit A**) which grants Acker the exclusive right to sell the Debtor's excess wine inventory.

BASIS FOR RELIEF

I. SOUND BUSINESS REASONS EXIST FOR THE DEBTOR TO SELL THE REMAINING ASSETS

9. Section 363 of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate. . . ." 11 U.S.C. § 363(b). Although the statute does not specify the applicable legal standard, the Second Circuit requires that such use, sale or lease be based upon the sound business judgment of the debtor. *See Official Comm. of Unsecured Creditors v. LTV Corp. (In re Chateaugay Corp.)*, 973 F.2d 141, 143 (2d Cir. 1992); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (requiring "some articulated business justification" to use, sell or lease property outside the ordinary course of business); *In re Boston Generating, LLC*, 440 B.R. 302, 321–22 (Bankr. S.D.N.Y. 2010).

10. Courts in the Second Circuit afford substantial deference to a debtor's decision to use, sell or lease property under section 363(b) and generally refrain from substituting their business judgment for that of the debtor so long as the debtor articulates a reasonable basis for the decision. *See Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp.*

(In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct."); *see also In re Metaldyne Corp.*, 409 B.R. 661, 667 (Bankr. S.D.N.Y. 2009) (in a 363 sale, the standard for approval of a stalking horse bid is whether "the Debtors exercised their reasonable business judgment in choosing [the party] as its stalking horse bidder[.] . . . In answering this question, the Court is guided by the decisions in this jurisdiction emphasizing that the Court should not substitute its business judgment for that of the Debtors'.").

11. The Debtor has sound business justifications for pursuing the Sale under section 363(b) of Bankruptcy Code at this time, in satisfaction of *Lionel*. The Debtor believes the relief requested is in the best interests of the Debtor's estate, all creditors and parties in interest, as a sale of the wine will yield the greatest benefit to the Debtor's estate and allow it to reorganize.

12. The Debtor believes that the auction represents a prudent and proper exercise of his business judgment and is supported by articulated business reasons because the Debtor has no need for the excess wine inventory, and is incurring administrative expenses for storage and maintenance which carrying costs are unnecessary at this juncture.

13. The Debtor believes that the excess wine inventory to be auctioned off is best used to aid the Debtor in its reorganization by allowing the Debtor to operate until the effects of the Debtor's cost-cutting have been realized as well as amass funds that could be used to fund a reorganization. Currently, the excess wine inventory is stored at the Debtor's restaurant and is unlikely to be sold in the ordinary course of business during the Debtor's bankruptcy case. The Debtor believes that it can realize the excess wine inventory's value through an auction. Additionally, the Debtor's business will not be harmed as it still maintains a vast wine list.

II. RETENTION OF ACKER

14. The Debtor believes that the retention of Acker is in the estate's best interest. Acker has considerable experience in selling such a specialized asset in the Debtor's wine and will be able to obtain the best price. Additionally, the Agreement places little burden on the Debtor, other than providing the wine to be auctioned off. Significantly, the Agreement provides that the Debtor will receive all the proceeds from the auction of its wine. Rather than charging the Debtor a commission, Acker's fees are paid by the buyer. Acker will handle all aspects of the selling the excess wine inventory including preparing the wine for sale, marketing, and advertising. Any fees associated with the auction are also being waived by Acker.

15. The Bankruptcy Code provides that a debtor, with the Court's approval, may employ one or more or other professional persons that do not hold or represent an interest adverse to the estate and that are disinterested persons to represent or assist the trustee in carrying out its duties under the Bankruptcy Code. 11 U.S.C. §327(a). As set forth in the declaration Truly Hardy, the COO of Acker, and to the best of Debtors' knowledge, information and belief, Acker represents no interest adverse to the Debtors, their creditors or their estates and is a disinterested person pursuant to §101(14) of the Code. The Debtors believe that Acker satisfies the requirements of section 327(a) of the Bankruptcy Code.

16. Because the Debtor will not bear any fees arising out of the Agreement or auction, the Debtor will not be submitting any fee applications on behalf of Acker.

17. The Debtor respectfully submits that for all of the reasons stated herein, the relief requested in the Motion should be granted and that the Debtors be authorized to enter into the Agreement with Acker and sell its excess wine inventory pursuant to the terms and conditions herein.

NOTICE

18. The Debtor has served the Motion on (i) the Debtor's 20 largest unsecured creditors, (ii) all parties who have filed notices of appearance, and (iii) the Office of the United States Trustee for the Southern District of New York by first class mail.

19. No previous motion or application for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court enter an order approving the Motion, authorizing the Debtor to enter into the Agreement with Acker, authorizing the Debtor to sell its excess wine inventory and grant such other and further relief as the Court deems just and proper.

Dated: New York, New York
April 18, 2017

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By: /s/ A. Mitchell Greene
A. Mitchell Greene

EXHIBIT A

Acker Auction Inc. **Client Account Number:**

CONSIGNMENT AGREEMENT (the "Agreement") dated May 4, 2017, between Acker Auction Inc. and NYLC, LLC ("Consignor") having an address at 151 East 58th Street NY NY 10022.

Thank you for consigning your property to Acker Auction Inc. Set forth below are the terms and conditions governing your consignment.

1. DEFINITIONS.

(a) "Affiliate" means any entity under common control with Acker Auction Inc.

(b) "AMC" means Acker Auction Inc. and its successors and assigns.

(c) "AMC Website" means the Internet pages, graphics, data, and computer code maintained by AMC for presentation on the Internet and accessible under a single domain name or sub-domain names.

(d) "Auction" includes any auction conducted by AMC or any of its Affiliates at any location and in any manner including, without limitation, live, silent, Internet or direct solicitation.

(e) "Business Day" means any day of the week, other than Saturday, Sunday or any U.S. Federal holidays.

(f) "Buyer" means the buyer or buyers of the Property.

(g) "Buyer's Premium" means a commission of twenty-three and one half percent (23.5%), or such other amount as AMC may establish from time to time in its sole discretion, of the Hammer Price charged to the Buyer on each Lot sold.

(h) "Dollar", "Dollars", "United States Dollars", or "$" shall mean United States Dollars.

(i) "Hammer Price" means the final sale price of a Lot at Auction announced by the presiding auctioneer.

(j) "Hammer Total" means the aggregate Hammer Price of all Lots sold for the Consignor at Auction.

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(k) "Handling Fee" means a fee to compensate AMC for inventorying, lotting, packing, packaging, data entry, labor supplies, materials, and similar expenses and services associated with handling and arranging for the sale of the Property, comprising two percent (2%) of the high estimate of the value of the Property.

(l) "Instruments" means, collectively, the documents entitled (i) Buyer's Conditions of Sale, (ii) Collection and Shipment of Wines, (iii) Bottle Description, and (iv) Absentee Bids, all as published by AMC and in effect during the term of this Agreement.

(m) "Lot" means any grouping of wine comprising any part of the Property that is subject to a separate bid at Auction.

(n) "Obligations" means all of Consignor's obligations to AMC hereunder including, without limitation, the Handling Fee, the Photography Fee, where applicable, and all fees, charges, premiums, costs, and expenses resulting from the receipt, storage, inventorying, inspection, auctioning, packaging, shipping and illustrating of the Property.

(o) "Parcel" means a group of Lots of the same type, bottle size and quantity of wine.

(p) "Photography Fee" means a fee of $75 per photograph of Property taken and included in the Auction catalogue.

(q) "Property" means any wine consigned by Consignor to AMC, now or in the future, for sale at one or more of its auctions, and as may be identified in a Schedule to this Agreement or a Final Inventory issued by AMC.

(r) "Sales Transaction" means the transfer of title to Buyer of a Lot by reason of AMC's being paid the full purchase price of that Lot.

2. AMC AS AGENT.

Consignor hereby consigns the Property to AMC and hereby appoints AMC as Consignor's sole and exclusive agent to receive, store, and prepare the Property for Auction, and to sell it at Auction or by private treaty sale as set forth herein. AMC accepts the Property subject to the terms and conditions of this Agreement and the Instruments, which are incorporated herein by reference as part of this Agreement. In the event of a conflict between the

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terms of this Agreement and the Instruments, the terms of this Agreement shall govern and control.

3. DELIVERY OF PROPERTY.

(a) Packing and Transport by AMC. In the event Consignor engages AMC to pack, transport and deliver the Property to the location designated by AMC, AMC shall pay for all costs and expenses incurred thereby, excluding only insurance as set forth in Paragraph 18 below.

(b) Packing and Transport by Consignor or Third Party. In the event Consignor elects that Consignor or a third party pack, transport and deliver the Property to the location designated by AMC, Consignor shall assume all risk, responsibility and costs relating thereto including, without limitation, insurance costs and risk of loss or damage. In the event Consignor requests that AMC recommend a third party to perform the services described in this Paragraph 3 (b) and AMC agrees to make such a recommendation, AMC assumes no responsibility or liability whatsoever in connection therewith. Consignor shall be responsible for all costs associated with replacing any boxes required to ensure proper transfer and storage, as AMC may determine in its absolute and sole discretion.

4. STORAGE AND INSPECTION OF PROPERTY.

Upon receipt of the Property, AMC shall arrange for storage thereof on Consignor's behalf. Such storage, if incidental to sale of the Property at an Auction, will be at AMC's expense, subject to Paragraph 12 (a) below. Once the Property is received in the designated AMC warehouse, AMC shall inspect the Property. At any time after receipt of Property, AMC, its agents, or independent experts appointed by AMC, may, at AMC's sole discretion, cut capsules in order to inspect cork brandings.

Following such inspection, AMC will provide Consignor, as applicable, with (i) notice of any items received by AMC that are not listed on the initial inventory (the "Initial Inventory"), (ii) notice of any items listed on the Initial Inventory but not received by AMC, and/or (iii) an amended inventory, it being understood by the parties that any of (i), (ii) or (iii) above shall constitute the final inventory (the "Final Inventory"). If Consignor believes there are inaccuracies or discrepancies in the Final Inventory, Consignor must notify AMC in writing thereof within five (5) calendar days after receiving the Final Inventory. Consignor shall and hereby does waive any claim it may have based on any inaccuracies or discrepancies in the Final Inventory if it does not so notify AMC in writing of any inaccuracies or discrepancies within such five (5) calendar day period.

5. ARRANGEMENTS OF SALE.

(a) Process. As to each Auction of the Property, AMC has sole and complete discretion with respect to: (i) the place, date and manner in which such sale is conducted, including the terms and conditions of the Instruments then in effect; (ii) the illustration and/or the description of the Property in its catalogues, on the AMC Website, or in any other literature or communications prepared by or for AMC; (iii) the division of the Property into Lots or separate Auctions; (iv) the seeking of expert opinion before or after the sale; (v) the marking of bottles of the Property by such expert as indicia that the expert has inspected the Property; (vi) researching the Property's provenance before or after the sale; (vii) the marketing and promotion of the sale; and (viii) the right to bid for its own account or for the account of any Affiliate, or for any Affiliate to bid on its own account, on any Lot at any Auction, which bidding shall be in compliance with all applicable legal requirements with respect to such bidding.

At the auctioneer's discretion, the successful bidder of the first Lot in a Parcel shall have the option, but not the obligation, to purchase in consecutive order one or more of the remaining Lots in the Parcel, each at the same successful bid price as the first Lot, if there is no higher bid on any subsequent Lot within the Parcel. If any Lots in the Parcel are not purchased, the auctioneer will open the bidding on the next unsold Lot in the Parcel and the successful bidder of that Lot shall have the option, but not the obligation, to purchase in consecutive order one or more, if any, of the remaining Lots in the Parcel, each at the newly established successful bid price, if there is no higher bid on any subsequent Lot within the Parcel. Bidding shall continue in the same manner until all Lots in the Parcel have been offered and declared sold or unsold by the auctioneer.

(b) Auction Placement. Unless Consignor and AMC have agreed otherwise in writing, Property will be offered for sale at AMC's discretion at any of its future Auction(s), or assigned to AMC's Affiliates, including Acker Merrall & Condit (Asia) Limited ("Acker Asia"), to be offered for sale at Auction(s) organized or held by such Affiliates. **Due to the limited size**

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of any live Auction, AMC reserves the right to place Lots consigned for a live Auction directly into AMC's Internet Auction without advance notice to Consignor. Property not sold at any Auction may be re-offered for sale in accordance with the procedures set forth herein. The provisions of this Agreement shall govern any Auction or Auction-related sale of Property by AMC or its Affiliates.

6. PAYMENTS AND OBLIGATIONS.

(a) Buyer's Premium. The Buyer of each Lot will be charged the Buyer's Premium, which sum shall be retained in full by AMC.

(b) Consignor's Obligations. Consignor is responsible for all Obligations hereunder. The terms of this Paragraph 6 shall survive the sale at Auction of any Property of Consignor.

7. REPRESENTATIONS AND WARRANTIES.

(a) Consignor represents and warrants to AMC and the Buyer of the Property that:

(i) Consignor has read, understood and accepted the terms and conditions of this Agreement;

(ii) Consignor has the legal right, title and authority to consign the Property for sale. For consignments of Property in the City of New York, Consignor hereby makes the following representation and warranty as required under § 2-122 (b)(2) of the Rules and Regulations of the City of New York: As of the date of the Auction the Consignor warrants that Consignor has complete and lawful right, title and interest in the Property auctioned, and that the Consignor shall indemnify AMC, its agents, principals, employees, employers or assigns in the event of any defect in title, and an intended beneficiary of this warranty is the ultimate Buyer at Auction of the Property;

(iii) The Property is, and through the completion of its sale will be, free and clear of all liens, claims, encumbrances, defects, or any other right, title or interest of any other party, or any restrictions on AMC's right to offer and sell the Property in accordance with the terms of this Agreement;

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(iv) Consignor's consignment of the Property to AMC and Consignor's authorization of AMC to offer and sell the Property are in compliance with all applicable laws and legal requirements;

(v) The execution, delivery and performance of this Agreement do not violate any indenture, agreement, or undertaking to which Consignor is a party or by which Consignor is bound;

(vi) Upon sale of the Property, good and marketable title and right to possession of the Property will pass to the Buyer free of any liens, claims, encumbrances or any other right, title or interest of any other party;

(vii) Consignor has provided AMC with any and all relevant information Consignor has concerning the provenance and condition of the Property. Consignor has no reason to believe that the Property is counterfeit, not authentic, not in good condition (e.g. potable), or otherwise not in accordance with the description of the Property made to AMC by or on behalf of Consignor or made by AMC to Consignor, as applicable (the "Description"), nor to the best knowledge of Consignor has (A) any claim been made by any third party that the Property is counterfeit, not authentic, not in good condition or otherwise not in accordance with the Description, or (B) the Property ever been inspected and determined to be counterfeit, not in good condition or to have indicia that it is not authentic sufficient to make the value of that Property materially less than if such indicia were not present. Prior to the date of this Agreement, the Property has not been rejected from any other Auction or proposed sale transaction because of any issue or question about such Property's authenticity or physical condition. The Description is a true, accurate and complete statement of the Property's producer, vintage, source, and type, and Consignor will immediately inform AMC if it finds any inaccuracy in the Description;

(viii) The Property, while in Consignor's possession or control, has not been subject to any fluctuation in light, temperature or humidity likely to adversely affect

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its condition, nor is Consignor aware of any such past fluctuation with respect to the Property;

(ix) Consignor knows of no condition likely to adversely affect the Property's value;

(x) Any export and import of the Property has been in full compliance with applicable laws; and

(xi) If Consignor is a manufacturer of the Property, sale by the Consignor of the Property through AMC is for promotional purposes and is not intended to circumvent applicable laws regarding distribution of beverage alcohol.

(b) Each of the above representations and warranties shall survive the performance of this Agreement. Consignor agrees to notify AMC in writing within forty-eight (48) hours following the occurrence of any event or circumstance indicating that any of the foregoing representations and warranties may be inaccurate or breached in any way. Consignor agrees that the intended beneficiaries of this Paragraph include all Buyers of the Property.

(c) AMC represents and warrants to Consignor that: (i) AMC has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) this Agreement has been duly authorized and validly executed and, upon execution by Consignor, constitutes a legal, valid and binding obligation of AMC, enforceable against AMC in accordance with its terms; and (iii) AMC is licensed and permitted to sell the Property in all jurisdictions where it conducts sales.

8. INDEMNIFICATION.

Consignor shall indemnify, defend and hold harmless AMC, the Buyer, and each of their respective officers, directors, employees and agents, as the case may be, from and against any and all losses, expenses (including, without limitation, attorneys' fees and expenses, which shall be payable in advance), liabilities, costs or damages arising out of, based upon or resulting from (i) any breach or alleged breach by Consignor of any representation or warranty herein or any breach of any other provision of the Agreement, (ii) any inaccuracy of any certificate, document, writing or instrument delivered by Consignor pursuant to or in connection with this Agreement,

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(iii) any act or omission on the part of Consignor or Consignor's employees or agents (other than AMC) affecting the Property, (iv) the claims of third parties challenging Consignor's title to any Property, (v) any claims by Buyers or for any other party resulting from AMC's offering for sale or selling any Property, whether or not such Property has been offered, sold, or returned to AMC, and (vi) any third party action, claim, suit, proceeding, assessment, or judgment arising from this Agreement or AMC's performance of its obligations hereunder. Consignor's representations, warranties and indemnification will survive completion of the transactions contemplated in this Agreement.

9. APPRAISALS.

Any oral or written estimate, appraisal or other statement of value by AMC with respect to the Property is a statement of opinion only and shall in no event be relied upon by Consignor or any third party as a prediction or guarantee of the actual Hammer Price or Hammer Total. In no event shall AMC be liable for the failure of any Property to be sold at any such estimate, at the reserve therefor, or to be sold at all. Pre-sale estimates, either as printed or as amended orally, do not include the Buyer's Premium or taxes. AMC makes no representations or warranties whatsoever to Consignor with respect to the Property, including as to its authenticity, attribution, condition, value or any other matter. AMC shall in no event be liable for any errors or omissions, whether oral or written, in the description of the Property in any catalogue, announcement, AMC Website, or other medium prepared by or for AMC. Subject to the terms of Paragraph 11 hereof, AMC shall have the right in its sole discretion to edit and modify any estimate, appraisal, description, and quantification of any part of this consignment of Property.

10. SAMPLES.

(a) Accurate depiction. AMC may open any bottle consigned for sale, and may taste, test or otherwise sample a reasonable quantity of wine therefrom to check its quality, condition, provenance or authenticity.

(b) Promotional Purposes. In addition to the samples referred to in Paragraph 10 (a) above, AMC may remove bottles with an aggregate value not exceeding one percent (1%) of the aggregate low estimate as established in the Final Inventory to use for

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promotional purposes as it sees fit, including, without limitation, for prospective bidders at pre-Auction events, day-of-sale tastings, etc. The value of such bottles will be calculated based on the low pre-sale Auction estimate provided by AMC and agreed to by Consignor.

(c) If, following the sale of any Property at Auction or by private treaty sale, the Buyer disputes the quality, condition, provenance or authenticity of any Property (the "Condition"), AMC shall have the right, at the Consignor's expense, to (i) open any bottle consigned for sale and taste, test or otherwise sample a reasonable quantity of wine therefrom, in order to ascertain the Property's Condition, and (ii) refund to the Buyer the value of any bottle opened by the Buyer and/or by AMC and the Buyer during the process of ascertaining said Property's Condition. For the avoidance of doubt, no conclusion reached by AMC in respect of the Condition of the Property shall absolve Consignor of Consignor's Obligations and representations and warranties under Paragraph 7 (a)(vii) hereof and pursuant to the Agreement as a whole.

(d) Removed Samples. Property removed by AMC for tasting, testing or as samples shall automatically become the property of AMC to be used in its sole discretion. AMC reserves the right to use or sell for its own account any samples remaining in AMC's possession after an Auction is concluded. Such samples, and any sale proceeds from such samples, will not be returned to Consignor or credited to Consignor's account.

11. RESERVES.

Each Lot will be sold subject to a reserve, constituting the minimum price below which the Lot will not be sold. The reserve shall equal eighty percent (80%) of the low pre-sale estimate of value published by or in connection with the catalogue, the AMC Website, or any other medium offering such Lot. Any reserve set in an amount other than a bidding increment shall be rounded down to the next lower bidding increment. The reserve shall in no event include either the Buyer's Premium or any applicable taxes. Any bids to protect the reserve will be executed solely by AMC. Although AMC may bid on Consignor's behalf up to (but not exceeding) the amount of the reserve, Consignor shall not enter a bid or instruct or permit a bid to be entered on Consignor's behalf on any Lot. In no event shall AMC be held liable for the failure of any Lot to be sold at any estimated price or to reach the reserve. AMC expressly

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reserves the right to change estimates and/or reserves at any time prior to a sale based on the physical condition of the Property or the occurrence of a significant and adverse change in market conditions, as determined by AMC in its sole discretion. All reductions on any reserve will be rounded down to the nearest bidding increment. AMC may raise the reserve on any Lot in its sole discretion at any time prior to the Lot being offered for sale on the date of the Auction; provided, however, that in no event shall any reserve exceed the Lot's low pre-sale estimate, either as published or as may be subsequently amended by announcement. AMC shall have the right, in its sole discretion, to sell any Property at a price below the reserve; in such event, AMC will pay Consignor the difference between the Hammer Price and the applicable reserve. AMC may disclose the reserve price for any or all Lots which are comprised of the Property to prospective bidders upon request.

12. WITHDRAWAL.

(a) By Consignor. Consignor may not withdraw any Property under this Agreement after the earlier of (i) the execution of this Agreement, or (ii) the receipt of the Property by AMC, its agents or its delivery personnel. In the event AMC, in its sole discretion, agrees to Consignor's request to withdraw any Property hereunder, which request to withdraw must be made in writing, Consignor shall pay AMC liquidated damages equal to twenty-five percent (25%) of the aggregate high estimates of value for such withdrawn Property, it being agreed that actual damages are impracticable or impossible to ascertain and that such liquidated damages are a reasonable estimate of the actual damages which would be suffered by AMC as a result of such withdrawal. Consignor shall reimburse AMC for any and all out-of-pocket expenses incurred by AMC for withdrawn Property up to and including the date of withdrawal. If any Property is withdrawn by Consignor in breach of this Agreement, Consignor will also pay AMC any special, incidental or consequential damages incurred as a result of Consignor's breach, notwithstanding anything to the contrary in this Agreement or any other agreement entered into between AMC and Consignor.

(b) By AMC. AMC reserves the right to withdraw or not to offer for sale any Property at any time before any sale for any reason in its sole discretion, regardless of whether AMC has previously issued a receipt, published a catalogue including the Property or advertised its sale, including, without limitation, if AMC determines in its sole estimation that: (i) there is

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doubt as to the authenticity, quality, condition or potability of the Property; (ii) there is doubt as to the accuracy of any of Consignor's representations or warranties; (iii) Consignor has breached or in AMC's reasonable estimation is likely to breach this Agreement; (iv) there is doubt as to Consignor's title or the right to pass clear and marketable title to the Property; (v) AMC believes that selling the Property could result in legal liability; (vi) the Property incurs damage or loss so that it is not in the state in which AMC agreed to offer it for sale; or (vii) for any other good cause including, without limitation, cancellation of any Auction. Subject to Consignor's prior payment of all Obligations, AMC will, unless otherwise required by law or legal proceeding, return to Consignor at Consignor's expense, any Property withdrawn under this Agreement. AMC will notify Consignor of AMC's withdrawal of Property, but is under no obligation to provide Consignor with any reason or justification for such withdrawal.

13. UNSOLD PROPERTY/PRIVATE TREATY SALE.

(a) If any Property is unsold at an Auction, AMC may at its discretion sell such Property as Consignor's exclusive agent through private treaty sale or through subsequent Auctions at the reserve price, unless Consignor advises AMC to the contrary in writing in advance of such resale. Where Property remains unsold after the first such resale attempt, AMC may lower the reserve on the Property by up to twenty percent (20%) of the immediately preceding resale offering price. In the event of a private treaty sale, Consignor's Obligations to AMC hereunder with respect to such Property are the same as if it had been sold at Auction.

(b) AMC will notify Consignor in writing (the "UP Notice") if any Property cannot be offered for sale because it has been deemed, by AMC in its sole discretion, to be unsellable ("Unsellable Property"). If, within thirty (30) days of the date of such UP Notice, Consignor does not provide written instructions to AMC directing AMC to ship such Unsellable Property to Consignor, the Unsellable Property will be destroyed. Property that is shipped to Consignor shall be packed and shipped at Consignor's expense. Notwithstanding the foregoing, any bottles of Unsellable Property deemed by AMC in its sole discretion as unsafe for shipping (e.g. due to floating or unstable corks) will be destroyed. AMC will not be responsible for loss or damage to any Unsellable Property.

(c) Any Property in the possession of AMC remaining unsold or deemed Unsellable Property after the sales described in Paragraph 13 (a) or the UP Notice described in Paragraph 13

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(b) above (i) may be delivered to a storage facility for storage at Consignor's expense, at the storage facility's then-applicable storage rates, (ii) will be subject to a buy-in commission payable to AMC of five percent (5%) of the reserve price, and (iii) will be returned to Consignor at Consignor's expense, subject to Consignor's prior payment of all Obligations and subject to Paragraph 13(b) hereof. In the event Consignor has (i) not paid all Obligations within thirty (30) days following the Auction of the Property, and/or (ii) failed to respond to AMC's inquiry regarding return of the Property within thirty (30) days following the Auction or thirty (30) days following the UP Notice, as the case may be, AMC may dispose of such Property as it sees fit, and will retain the proceeds of any sale for Consignor's account. Consignor shall not be entitled to reclaim any Property, or proceeds thereof, unless and until all commissions and Obligations owed to AMC or any Affiliate thereof have been paid in full.

(d) Any Property remaining in AMC's possession after lotting has taken place, including extra wines and wine deemed unsellable, will not be returned to Consignor until after the date when the remaining Property is auctioned.

14. DEFAULT BY BUYER.

AMC shall not be liable for any default in payment by the Buyer of any Property and shall be under no obligation to collect or enforce payment by such Buyer. Under no circumstances will AMC be liable for any damages whatsoever, including, without limitation, incidental or consequential damages, suffered by Consignor as a result of any default in payment by any Buyer. In the event any Buyer of any Lot or Lots has not made payment in full within ninety (90) days following the Auction thereof, AMC may (i) cancel the sale thereof and will treat such Lot or Lots as unsold Property in accordance with Paragraphs 13 (a), 13 (b) and 13 (c) above, (ii) seek payment from Buyer through legal means, and/or (iii) take any other actions permitted by law as AMC shall determine in its sole discretion.

15. RESCISSION.

If at any time AMC, in its sole discretion, determines that as a result of the sale of any Lot, AMC or Consignor may be subject to any liability including, without limitation, any liability arising from (i) an alleged breach by Consignor of any of Consignor's representations or warranties contained herein, (ii) an alleged breach by Consignor of any provision of this

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Agreement, and/or (iii) doubt on the part of AMC regarding such Lot's attribution, any statement of origin, physical condition, quality, rarity, authenticity or any other characteristic thereof, then, in any such event, Consignor hereby authorizes AMC to rescind the sale thereof and to accept the return of such Lot from the Buyer. In such event, AMC is further authorized to refund or credit to the Buyer the full purchase price of such returned Lot, including the value of any bottles opened by Buyer or AMC, and any costs incurred in effecting such return. If AMC has already remitted to Consignor any proceeds of the rescinded sale or the returned Lot, Consignor shall reimburse AMC immediately upon AMC's demand an amount equal to the sum of such sale proceeds remitted to Consignor for the Lot and any costs incurred by AMC in effecting the return thereof. If AMC has not remitted to Consignor any such sale proceeds for the Lot, Consignor shall reimburse AMC immediately upon demand an amount equal to any costs in effecting the return of such Lot. Provided that Consignor has paid AMC all Obligations due and owing, AMC will then transport such returned Lot to Consignor at Consignor's expense.

16. RATE OF EXCHANGE.

AMC and Consignor understand and agree that for the purposes of this Agreement the rate of exchange between United States Dollars and Hong Kong Dollars shall be one (1) United States Dollar for every eight (8) Hong Kong Dollars, and any amounts due by AMC to Consignor under this Agreement will be paid in United States Dollars, based on this exchange rate.

17. SETTLEMENT OF ACCOUNT.

Within thirty-five (35) days following an Auction during which a Sales Transaction has taken place, AMC will furnish Consignor with an accounting of all Property consigned to AMC. In addition, AMC will pay Consignor all proceeds due Consignor for Lots for which AMC has received and collected payment in full as follows: (i) thirty-five (35) days after an Auction if payment is received by AMC within the first thirty (30) days after the Auction; (ii) seventy (70) days after an Auction if payment is received by AMC between thirty-one (31) and sixty (60) days after the Auction; and (iii) one hundred and five (105) days after an Auction if payment is received by AMC between sixty-one (61) and ninety (90) days after the Auction. If payment is received by AMC more than ninety (90) days after the Auction, proceeds will be paid to Consignor within thirty-five (35) days from the date on which AMC receives payment.

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Notwithstanding the foregoing, the sale of any Lot for which AMC has not received payment within ninety (90) days following the Auction date thereof may be cancelled pursuant to Paragraph 14 above and such Lot may be either sold or returned to Consignor in accordance with Paragraph 13 above. Notwithstanding anything to the contrary set forth herein, AMC is under no obligation to make any payment to Consignor until AMC is paid in full by the Buyer. A Sales Transaction may be delayed further or ultimately may not occur if AMC receives notice that a Buyer intends to rescind the sale of a Lot or any part thereof, or receives notice of any other claim relating to a Lot or any part thereof. In the event that AMC learns of such an intended rescission or such a claim affecting the finality of a Sales Transaction, AMC will make good faith efforts to resolve the issue and settle Consignor's account as promptly as is practicable. AMC shall have no obligation to pay Consignor sales proceeds due to Consignor any earlier than as set forth herein. If and when AMC pays Consignor all or any portion of the sales proceeds for any Lot, Consignor shall and hereby does irrevocably assign to AMC any and all rights that Consignor may have against the Buyer, whether at law, in equity, or under the Conditions of Sale, which assignment shall be deemed coupled with an interest. Consignor agrees to execute any further documentation or take any further reasonable action which AMC may reasonably request to evidence or effect this assignment, and all of Consignor's warranties, representations and indemnities set forth in this Agreement shall apply to AMC, or the Buyer, as the case may be, with respect to such Lot.

18. RISK OF LOSS AND LIABILITY.

Except for any portion of the Property which is unsound or unsellable as determined by AMC in its sole discretion, AMC assumes risk of loss to the Property which occurs while the Property is under the care, custody and control of AMC (including during transportation but only if AMC has been engaged to provide transportation in accordance with Paragraph 3 (a) above). In the event of a loss, AMC shall pay Consignor an amount based on the last sold value of the lost Property, but not less than its appraisal value at the time of loss, less (i) any costs of collecting applicable insurance proceeds, (ii) any insurance proceeds payable to Consignor by Consignor's insurance carrier in respect thereof, and (iii) any of Consignor's Obligations due hereunder, including the Handling Fee. Consignor, for itself and its successors and assigns, hereby waives any rights of subrogation it or they may have against AMC or its agents,

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employees, Affiliates, successors or assigns in connection with any such loss. Nothing herein contained shall make AMC an insurer of the Property, nor shall AMC be responsible for loss to any Property which was unsound (as determined by AMC in its sole discretion) at the time of its delivery to AMC. In no event will AMC be liable for Property that is not within AMC's custody or control, for damage occurring in any process undertaken by independent contractors employed with Consignor's consent, for damage caused by inherent conditions or defects in any part of the Property, for normal wear and tear, acts of God, acts of government, inadequate packing by Consignor, deterioration, insect or rodent infestation, earthquake, flood, mechanical or system failure (including, but not limited to, any temperature control mechanism), failed cork, chipped or damaged wax capsule, war, acts of terrorism, nuclear fission or radioactive contamination or chemical, bio-chemical or electromagnetic weapons, for events beyond its reasonable control, or for incidental or consequential damages no matter howsoever arising. In any case, all insurance coverage shall be based solely on AMC's insurance coverage at the time of any loss. All insurance claims shall be limited to the Final Inventory.

19. TAXES.

AMC shall collect all applicable taxes at the then prevailing rates, and will timely remit to the relevant taxing authority all such taxes. Where the Property is assigned to AMC's Affiliate, Acker Asia, to be offered for sale at Auction(s) in Hong Kong, Acker Asia shall collect all applicable taxes, including, but not limited to, the Hong Kong consignor tax due under section 20A of the Inland Revenue Ordinance (which is currently half a percent (0.5%) on net hammer proceeds for non-Hong Kong residents).

20. AGENT OR FIDUCIARY ACTING ON BEHALF OF CONSIGNOR.

In the event that an agent is acting on behalf of Consignor as principal under this Agreement, the agent shall execute the Fiduciary Agreement (together with this Agreement, the "Agreement"), and the representations and warranties, and all other provisions therein shall be binding on the agent and Consignor. The agent and Consignor shall be jointly and severally liable to AMC for any breach of the Agreement as if either or both the agent and Consignor were acting as principal.

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21. COPYRIGHT.

Consignor hereby grants AMC the right to illustrate, photograph, videotape and otherwise reproduce the Property and to use such reproductions at any time before, during or after the sale thereof and for such purposes as AMC shall deem appropriate, including, but not limited to, the AMC Website. Consignor agrees that AMC shall own the exclusive copyright in all catalogue and other reproductions, text, and descriptions of the Property created by or on behalf of AMC, as well as all other rights relating to all such reproductions, text and descriptions in perpetuity.

22. BUYER'S CLAIM.

If at any time a Buyer of any Lot notifies AMC in writing that such Lot is short or unsound or that AMC has made any misstatement in the relevant offering of such Lot, AMC, in its sole discretion, may decide such claim as between Consignor and such Buyer by inspection or by such other means as it deems appropriate. Having decided any such claim, AMC may direct that the sale stand or be rescinded and/or that the purchase price be refunded in whole or in part. AMC's decision with respect to such sale will be final and binding on Consignor, and Consignor agrees that (i) no action shall be brought by Consignor or on Consignor's behalf against AMC, Buyer or any other party in connection with any such claim, and (ii) Consignor will immediately comply with the terms of such decision by AMC.

23. ENTIRE AGREEMENT; AMENDMENTS; WAIVERS; COUNTERPARTS; SIGNATURES, ETC.

This Agreement (including the Schedule and all Instruments incorporated by reference) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior discussions and agreements between the parties. This Agreement may not be amended, nor shall any waiver, change, modification, consent, or discharge of any part of this Agreement be granted, except by an instrument in writing executed by both parties hereto. Any failure by AMC to enforce any provision of this Agreement shall not operate as a waiver of such provision. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. Signatures sent by facsimile transmission and scanned, executed agreements in PDF format sent by e-mail transmission are each valid and binding and will be deemed an original. Consignor agrees to provide AMC, upon AMC's request, verification of identity in appropriate form. In the event that AMC receives a subpoena from Consignor or any other party relating to the Property or the Agreement, Consignor shall pay or reimburse AMC for any costs that AMC incurs in responding to the subpoena, including AMC's attorneys' fees and expenses.

24. NOTICES.

Any communication, notice, or demand to be given hereunder shall be given in writing and shall be delivered by mail, facsimile or e-mail. All notices shall be deemed to have been duly given (i) when delivered in person, (ii) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of e-mail, only if followed by transmittal by national overnight courier or hand for delivery on the next Business Day), (iii) upon receipt after dispatch by registered or certified mail, postage prepaid, or (iv) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery).

If to AMC, at:

Acker Auction Inc.
160 West 72nd Street
New York, NY 10023

Facsimile No.: +1 845 268 6379
E-mail: consignments@ackerwines.com
Attention: Consignment Department

If to Consignor, at:

NYLC, LLC dba Le Cirque
Name

151 East 58th Street
Building Number, Street, and Unit Number

New York NY 10022
City, State and ZIP Code

212 644 0388
Consignor's Facsimile Number

Kevin@maccionigroup.com
Consignor's E-mail Address

Attention: Kevin Del Casale

25. SEVERABILITY.

In the event any one or more of the provisions of this Agreement is determined to be invalid or unenforceable in any respect, the validity and enforceability of all remaining provisions hereof shall not in any way be affected or impaired.

26. GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement is subject to approval by the Bankruptcy Court for the Southern District of New York.

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without reference to principles governing conflicts of law.

Any and all disputes or controversies arising under or relating to the interpretation or application of the terms of this Agreement or any extension or modification thereof, or the asserted breach thereof by any party, shall be subject to the jurisdiction of the Bankruptcy Court for the Southern District of New York. The cost of such any such dispute shall be borne equally by the parties, except that each party shall be responsible for its own attorneys' fees.

27. NO PARTNERSHIP OR JOINT ENTERPRISE.

No provision of this Agreement shall be construed to create a partnership or other joint enterprise between the parties.

28. ACCEPTANCE.

This Agreement shall become the legal, valid and binding obligation of the parties on the earlier of the execution of this Agreement or the delivery of any part of the Property into the custody and control of AMC following delivery of this Agreement to Consignor. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

29. FUTURE CONSIGNMENTS.

Unless otherwise agreed in writing, any future consignment delivered to AMC by Consignor shall be subject to the terms and conditions of this Agreement.

30. ASSIGNMENT.

This Agreement may not be assigned by Consignor without AMC's express written consent. This Agreement shall be binding upon Consignor's heirs, executors, beneficiaries, successors and assigns.

31. LICENSE NUMBER.

The license number assigned to AMC by the Department of Consumer Affairs is 2015489.

ACCEPTED AND AGREED TO:

ACKER AUCTION INC.

By: [signature]
Truly Hardy, COO

CONSIGNOR:

(Name) Kevin Del Casale
NYLC, LLC dba Le Cirque

By: [signature]

SCHEDULE OF PROPERTY

WINE AND LIQUOR MERCHANTS SINCE 1820
ACKER MERRALL & CONDIT

ACKER MERRALL & CONDIT
Fine Wine Auctions
160 West 72nd Street
New York, NY 10023
Tel: 877-225-3747 Fax: 877-225-3724

Potential Del Casale_Mar1017A-Le Cirque + Wines Entered All + Wines Edited All APPRAISAL

12698KDE
Mr. Kevin Del Casale

W Tel: 201-218-3359
Email: kevindelcasale@me.com

Potential Del Casale_Mar1017A-Le Cirque

Qty	Vintage	Wine Name	Designation	Producer	Reserve	Low Est	High Est
2B	*2010*	*Chateau Beychevelle*			*100.00*	*120.00*	*160.00*
9B	*1982*	*Chateau Cheval Blanc*			*4,800.00*	*5,500.00*	*7,500.00*
4B	*2007*	*Chateau Cos d'Estournel*			*220.00*	*260.00*	*320.00*
2B	2014	Chateau Cos d'Estournel			160.00	180.00	240.00
3B	*1985*	*Chateau La Mission Haut Brion*			*800.00*	*900.00*	*1,200.00*
2B	*1989*	*Chateau Lafite Rothschild*			*800.00*	*900.00*	*1,200.00*
1B	*1970*	*Chateau Latour*			*300.00*	*350.00*	*500.00*
1B	*2007*	*Chateau Latour*			*280.00*	*320.00*	*420.00*
5B	*1988*	*Chateau Le Pin*			*7,000.00*	*8,000.00*	*11,000.00*
9B	*1989*	*Chateau Le Pin*			*16,000.00*	*18,000.00*	*24,000.00*
5M	*1995*	*Chateau Le Pin*			*14,000.00*	*16,000.00*	*22,000.00*
3B	*2000*	*Chateau Margaux*			*1,800.00*	*2,000.00*	*3,000.00*
1B	*1961*	*Chateau Mouton Rothschild*			*1,200.00*	*1,400.00*	*1,800.00*
1B	*1966*	*Chateau Mouton Rothschild*			*350.00*	*400.00*	*600.00*
4B	*2003*	*Chateau Mouton Rothschild*			*1,200.00*	*1,400.00*	*1,800.00*
2B	*2005*	*Chateau Mouton Rothschild*			*800.00*	*900.00*	*1,200.00*
10B	*1976*	*Chateau Petrus*			*8,000.00*	*9,000.00*	*12,000.00*
12B	*1990*	*Chateau Petrus*			*30,000.00*	*35,000.00*	*50,000.00*
2B	*1990*	*Chateau Petrus*			*4,800.00*	*5,500.00*	*7,500.00*
1B	*1900*	*Chateau d'Yquem*			*3,500.00*	*4,000.00*	*7,000.00*
1B	*1921*	*Chateau d'Yquem*			*3,500.00*	*4,000.00*	*7,000.00*
1B	*1949*	*Chateau d'Yquem*			*1,000.00*	*1,200.00*	*1,800.00*
12B	*1967*	*Chateau d'Yquem*			*9,000.00*	*10,000.00*	*14,000.00*
8B	*1967*	*Chateau d'Yquem*			*5,500.00*	*6,500.00*	*8,500.00*
12B	*1975*	*Chateau d'Yquem*			*5,000.00*	*6,000.00*	*8,000.00*
1B	*1986*	*Echezeaux*		*Domaine de la Romanee Conti*	*600.00*	*700.00*	*900.00*
1B	*1942*	*La Tache*		*Domaine de la Romanee Conti*	*3,500.00*	*4,000.00*	*6,000.00*
1B	*1978*	*Romanee Conti*		*Domaine de la Romanee Conti*	*12,000.00*	*14,000.00*	*18,000.00*
1B	*2003*	*Romanee St. Vivant*		*Domaine de la Romanee Conti*	*900.00*	*1,000.00*	*1,300.00*
2B	2012	Echezeaux		J. Grivot	260.00	300.00	400.00
2B	2012	Ruchottes Chambertin		Pacalet	200.00	240.00	320.00
6B	2013	Chablis	Les Clos	Fevre	260.00	300.00	400.00
3B	*2013*	*Montrachet*	*Marquis de Laguiche*	*J. Drouhin*	*800.00*	*900.00*	*1,200.00*
1B	2006	Alexandre Mea-Devavry Vintage Champagne	Cuvee Carbon		45.00	50.00	70.00
2B	2000	Krug Vintage Champagne	Clos du Mesnil		1,000.00	1,200.00	1,600.00
1M	2000	Capannelle		Avignonesi	50.00	60.00	80.00
2B	2004	Testamatta Red		B. Graetz	130.00	150.00	200.00
5B	1993	Franciacorta	Cuvee Annamaria Clementi	Ca' del Bosco	25.00	30.00	40.00

WINE AND LIQUOR MERCHANTS SINCE 1820

ACKER MERRALL & CONDIT

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Fine Wine Auctions
160 West 72nd Street
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Tel: 877-225-3747 Fax: 877-225-3724

Potential Del Casale_Mar1017A-Le Cirque + Wines Entered All + Wines Edited All APPRAISAL

12698KDE
Mr. Kevin Del Casale

W Tel: 201-218-3359
Email: kevindelcasale@me.com

Potential Del Casale_Mar1017A-Le Cirque

Qty	Vintage	Wine Name	Designation	Producer	Reserve	Low Est	High Est
1B	1987	Rosso del Sebino	Maurizio Zanella	Ca' del Bosco	5.00	10.00	20.00
2B	1985	Toscana	I Sodi di San Niccolo	Castellare di Castellina	70.00	80.00	110.00
4B	1986	Toscana	I Sodi di San Niccolo	Castellare di Castellina	100.00	120.00	160.00
1B	1988	Toscana	I Sodi di San Niccolo	Castellare di Castellina	35.00	40.00	60.00
7B	1990	Toscana	I Sodi di San Niccolo	Castellare di Castellina	300.00	350.00	500.00
2B	1993	Toscana	I Sodi di San Niccolo	Castellare di Castellina	35.00	40.00	60.00
2B	1995	Toscana	I Sodi di San Niccolo	Castellare di Castellina	45.00	50.00	70.00
1M	2000	Toscana	I Sodi di San Niccolo	Castellare di Castellina	45.00	50.00	70.00
2B	2000	Toscana	I Sodi di San Niccolo	Castellare di Castellina	45.00	50.00	70.00
5B	2007	Toscana	Trenta Vendemmie	Castellare di Castellina	180.00	200.00	280.00
1B	2003	Vigna d'Alceo		Castello Dei Rampolla	50.00	60.00	80.00
2B	1997	Barbaresco	Bricco Asili Faset	Ceretto	90.00	100.00	140.00
1M	1997	Valpolicella		Dal Forno	130.00	150.00	200.00
1M	1990	Barolo	Vigna La Rosa	Fontanafredda	90.00	100.00	140.00
1B	*2006*	*Flaccianello*		*Fontodi*	*90.00*	*100.00*	*130.00*
1M	2004	Barbera d'Asti	Bricco de Uccellone	G. Bologna	25.00	30.00	40.00
3B	1996	Barbaresco		Gaja	300.00	350.00	500.00
3B	1978	Barbaresco	Costa Russi	Gaja	800.00	900.00	1,200.00
12B	*1990*	*Barbaresco*	*Costa Russi*	*Gaja*	*3,000.00*	*3,500.00*	*5,000.00*
1B	*1990*	*Barbaresco*	*Costa Russi*	*Gaja*	*260.00*	*300.00*	*400.00*
5B	1993	Barbaresco	Costa Russi	Gaja	450.00	500.00	700.00
4B	1993	Barbaresco	Costa Russi	Gaja	350.00	400.00	600.00
12B	*1995*	*Barbaresco*	*Costa Russi*	*Gaja*	*1,900.00*	*2,200.00*	*3,000.00*
6B	*2001*	*Barbaresco*	*Costa Russi*	*Gaja*	*900.00*	*1,000.00*	*1,400.00*
2B	1986	Barbaresco	Sori San Lorenzo	Gaja	300.00	350.00	500.00
7B	1993	Barbaresco	Sori San Lorenzo	Gaja	900.00	1,000.00	1,400.00
11B	*1995*	*Barbaresco*	*Sori San Lorenzo*	*Gaja*	*1,800.00*	*2,000.00*	*2,800.00*
5B	*1996*	*Barbaresco*	*Sori San Lorenzo*	*Gaja*	*1,000.00*	*1,200.00*	*1,600.00*
4B	*1997*	*Barbaresco*	*Sori San Lorenzo*	*Gaja*	*950.00*	*1,100.00*	*1,500.00*
4B	*2000*	*Barbaresco*	*Sori San Lorenzo*	*Gaja*	*750.00*	*850.00*	*1,100.00*
7B	*2001*	*Barbaresco*	*Sori San Lorenzo*	*Gaja*	*1,500.00*	*1,700.00*	*2,200.00*
6B	*1993*	*Barbaresco*	*Sori Tilden*	*Gaja*	*800.00*	*900.00*	*1,200.00*
11B	1995	Barbaresco	Sori Tilden	Gaja	1,400.00	1,600.00	2,200.00
5B	*1996*	*Barbaresco*	*Sori Tilden*	*Gaja*	*900.00*	*1,000.00*	*1,400.00*
2B	*2000*	*Barbaresco*	*Sori Tilden*	*Gaja*	*400.00*	*450.00*	*600.00*
6B	*2001*	*Barbaresco*	*Sori Tilden*	*Gaja*	*1,200.00*	*1,400.00*	*1,800.00*
1B	*1997*	*Barolo*	*Sperss*	*Gaja*	*280.00*	*320.00*	*500.00*
12B	1996	Darmagi		Gaja	1,000.00	1,200.00	1,600.00
2B	1996	Darmagi		Gaja	180.00	200.00	260.00

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12698KDE
Mr. Kevin Del Casale

W Tel: 201-218-3359
Email: kevindelcasale@me.com

Potential Del Casale_Mar1017A-Le Cirque

Qty	Vintage	Wine Name	Designation	Producer	Reserve	Low Est	High Est
5B	1997	Darmagi		Gaja	400.00	450.00	600.00
10B	2001	Darmagi		Gaja	900.00	1,000.00	1,400.00
6B	2004	Barbaresco		Pelissero	160.00	180.00	240.00
4B	2010	Masseto		Tenuta dell' Ornellaia	2,000.00	2,400.00	3,200.00
6B	*2011*	*Masseto*		*Tenuta dell' Ornellaia*	*2,600.00*	*3,000.00*	*4,000.00*
6B	2012	Masseto		Tenuta dell' Ornellaia	2,600.00	3,000.00	4,000.00
3B	2003	Vega Sicilia Unico			500.00	600.00	800.00
3B	2011	Bond	Melbury		400.00	450.00	600.00
3B	2011	Bond	Pluribus		450.00	500.00	700.00
1B	2005	Dalla Valle Red	Maya		180.00	200.00	260.00
1D	2011	Far Niente Cabernet Sauvignon			200.00	240.00	320.00
1B	2011	Far Niente Cabernet Sauvignon			35.00	40.00	60.00
2B	*2009*	*Harlan Estate Red*			*750.00*	*850.00*	*1,100.00*
7B	*2007*	*Opus One*			*1,500.00*	*1,700.00*	*2,200.00*
1B	*2004*	*Screaming Eagle Cabernet Sauvignon*			*1,400.00*	*1,600.00*	*2,200.00*
1B	*2005*	*Screaming Eagle Cabernet Sauvignon*			*1,600.00*	*1,800.00*	*2,400.00*
6B	2004	Bellavista Sparkling Wine	Riserva Vittorio Moretti		25.00	30.00	60.00
6B	2013	Peter Michael Chardonnay	Mon Plaisir		300.00	350.00	480.00
1M	1996	Mount Langhi Ghiran Shiraz			45.00	50.00	70.00
2B	1845	Madeira	Bual Solera	Cossart Gordon	1,300.00	1,500.00	2,000.00
1B	1914	Madeira	Bual Solera	Cossart Gordon	260.00	300.00	400.00

370 bottle
11 magnum
1 double magnum
382 Total

Reserve:	$	180,140.00
Low Estimate:	$	206,950.00
High Estimate:	$	285,930.00
Shipping:	$	
Container Charge:	$	
Processing:	$	
% Handling:	$	0.00

ADDENDUM CONSIGNMENT AGREEMENT

THIS ADDENDUM CONSIGNMENT AGREEMENT (the "Addendum") is made and entered into on 17 April 2017, by and between Acker Auction Inc. (the "Company") and NYLC, LLC (the "Consignor," together with the Company, the "Parties"), and is an Addendum to the most recent Consignment Agreement entered into between the parties (the "Agreement").

WHEREAS, the Parties executed the Agreement for the consignment of wine by the Consignor for sale by the Company; and

WHEREAS, the Parties wish to modify some of the provisions of the Agreement through the execution of this Addendum.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Terms.** All capitalized terms not otherwise defined in this Addendum shall have the same definitions ascribed to them in the Agreement.

2. **Fees.** Notwithstanding anything to the contrary in the Agreement, the Handling Fee, the Photography Fee, the buy-in commission, the container fee and the inbound shipping costs are hereby waived. For the avoidance of doubt, any other Obligations in the Agreement that are not expressly waived in this Section 2 of the Addendum, shall not be deemed to be waived hereby.

3. **Samples.** Notwithstanding anything to the contrary in Section 10 of the Agreement or any other provision thereof, the Parties hereby agree that the Company shall only remove the Consignor's Property to use as samples for tasting with the prior consent of Consignor.

4. **Entire Agreement.** This Addendum embodies the entire agreement between the Company and the Consignor with respect to the modification of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall control and govern. Except as specifically modified herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the Parties do not intend to, and the execution of this Addendum shall not, in any manner impair the Agreement, the purpose of this Addendum being simply to modify the Agreement, as hereby modified, and to confirm and carry forward the Agreement, as hereby modified, in full force and effect.

5. **Applicable Law.** This Addendum shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of New York as provided in the Agreement.

6. **Amendments.** This Addendum may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the Parties hereto.

7. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

8. **Headings.** The headings contained in this Addendum are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Addendum.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representative as of the date first set forth above.

"Company"

Acker Auction Inc.

By:__________________________

Name: **Truly Hardy**
Title: **Chief Operating Officer**

"Consignor"

By:__________________________

Name: KEVIN Del Casale